

Resolution #2016-53

To Authorize the Revision of Language in the Albion-Marshall Connector Agreement

Purpose and Finding: On June 20, 2016, the Albion City Council adopted Resolution #2016-39, which authorized the release of \$45,000.00 from the City of Albion General Fund balance for the Albion-Marshall Connector to continue its operations. It was subsequently determined that Paragraph 3.2 of the Agreement required additional clarification relative to the expectation of reimbursement to the City of Albion should new funding become available. Therefore, it is requested that the City of Albion approve the Albion-Marshall Connector Agreement with the revised language.

Council Member French moved, supported by Council Member Krause, to approve the following resolution.

RESOLVED, that the City of Albion approves the Albion-Marshall Connector Agreement with the revised language.

I hereby certify that the above resolution was adopted on August 15, 2016, in a regular session of the Albion City Council, and this is a true copy of that resolution.

Ayes 7

Nays 0

Absent 0

Jill Domingo
Jill Domingo, Albion City Clerk

ALBION-MARSHALL CONNECTOR AGREEMENT

This Agreement is entered into pursuant to the Urban Cooperation Act (hereinafter "UCA"), MCL 124.501 et. Seq., this 15th day of August, 2016, by and between the City of Albion, a Michigan municipal corporation, with offices at 112 Cass Street, Albion, Michigan 49224 (hereinafter "Albion") and the City of Marshall, a Michigan municipal corporation, with offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (hereinafter "Marshall").

WHEREAS Albion and Marshall are public agencies as defined in the UCA;

WHEREAS Marshall and Albion wish to, pursuant to Section 4 of the UCA, share certain powers which each might exercise separately;

WHEREAS Marshall and Albion, as allowed by the UCA, wish to collaborate in the provision of local public transportation in the form of the Albion-Marshall Connector;

WHEREAS, Marshall, currently administers the Albion-Marshall Connector for the mutual benefit of the citizens of Albion and Marshall; and

WHEREAS, Albion wishes to contract with Marshall for the continued provision of public transportation services as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties hereby agree as follows:

1. Obligations of Marshall.

1.1 The City of Marshall shall provide the following public transportation services to Albion during the term of the Agreement, including the following:

- a. Continued operation of the Albion-Marshall Connector, providing transportation for citizens of Albion and Marshall, between the cities of Albion and Marshall;
- b.

1.2 Maintain no-fault insurance coverage on any and all vehicles used for the Albion-Marshall Connector;

2. Term.

2.1 This agreement shall be effective for an initial term commencing on June 13, 2016, and shall remain in full force and effect until December 31, 2016. This agreement may be extended or renewed upon mutual agreement of the parties.

3. Payment For Services.

3.1 It is expressly understood and agreed that the compensation for the performance of the services set forth in paragraph 1 by Marshall for Albion shall be in an amount not to exceed Forty-Five Thousand (\$45,000.00) dollars, paid in a lump sum upon signing of this agreement. In the event that the contract is terminated by Albion prior to the completion of the term, Marshall shall prorate the unused amount paid and refund that sum to Albion.

3.2 It is further understood and agreed that any new funds, including grants and donations, that are received by Marshall for the operation of the Albion-Marshall Connector shall be used, to the extent allowed by law, to reimburse Albion for a portion of the forty-five thousand \$45,000.00 dollars described above, in an amount equal to the new funds received. For purposes of this agreement "new funds" shall mean, funds other than the MDOT reimbursement, or other revenues, already identified by the City of Marshall in the budget to provide the Marshall-Albion Connector that was adopted by the Marshall City Council at the time the parties signed this Agreement. Both parties agree to pursue new funds after the effective date of this Agreement. Either party may identify funding opportunities that may be pursued jointly, or separately, as may be appropriate, but nothing in this Agreement shall obligate either party to pursue any specific funding opportunity, particularly if pursuing that funding opportunity would result in an additional, direct cost to either party.

4. Termination of Agreement.

4.1 If Marshall fails to fulfill in a timely and proper manner its obligation under this agreement, or shall violate any of the covenants, agreements and stipulations herein, Albion shall give Marshall written notice of such breach, and in the event that Marshall has not remedied such breach within thirty (30) days, Albion, within its sole discretion, shall have the right to terminate this Agreement. Such termination, in the event that the breach has not been remedied, shall take immediate effect upon the expiration of the thirty (30) day notice period.

4.2 Either party may terminate this Agreement at any time, with or without cause, if it is their decision that termination is in the party's best interests. The terminating party will provide no less than thirty (30) days written notice to the other party.

4.3 Payment will be made for all services provided under this agreement up to and including the effective date of the termination of services.

5. General Terms and Conditions.

5.1 This Agreement constitutes the complete expression of the agreement between Marshall and Albion on the subjects contained herein and there are no other oral or written agreements or understandings between the entities concerning these subjects. Any prior agreements or understandings on the matters addressed in this Agreement are hereby rescinded, revoked or terminated.

5.2 This Agreement shall be interpreted under the laws of the State of Michigan. If any portion is held to be illegal, invalid, or unenforceable, the remainder of the Agreement shall be deemed severable and shall remain in full force and effect.

5.3 Any notices pursuant to this Agreement shall be sent to the parties and shall be directed to the persons and addresses stated below:

City of Marshall
City Manager
323 West Michigan Avenue
Marshall, MI 49068

City of Albion
City Manager
112 Cass Street
Albion, MI 49224

5.4 Marshall warrants and represents that its personnel who will perform the services under this Agreement are fully qualified and have all required licenses and/or certifications to perform the services described herein. Marshall further represents and agrees that its relationship to Albion and its performance under this contract is that of an independent contractor. It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of Marshall shall not be deemed or construed to be the employee or agent of Albion for any purpose whatsoever. Marshall employee(s) providing services to Albion hereunder shall not be entitled to compensation in the form of salaries, or any type of fringe benefits by Albion. At all times, the personnel provided by Marshall will be covered by Marshall's workers' compensation coverage.

5.5 Marshall agrees, to the extent allowed by law, to indemnify Albion for any and all claims, actions, damages, liability, costs, and expenses, including attorney fees, incurred primarily as a result of the actions or inactions of Marshall's elected and appointed officials, employees, officers and agents. Albion agrees, to the extent allowed by law, to indemnify Marshall for any and all claims, actions, damages, liability, costs, and expenses, including attorney fees, incurred primarily as a result of the actions or inactions of Albion's elected and appointed officials, employees, officers and agents.

5.6 Marshall and Albion herein agree that this agreement may not be modified except in writing, signed by both parties.

5.7 Marshall, its employees, officers, or agents, shall not discriminate against any persons within the City of Albion regarding employment, housing, public accommodations, and public services on the basis of age, color, disability, education, familial status, gender expression, gender identity, height, marital status, national origin, race, religion, sex, sexual orientation, or weight, pursuant to City Ordinance.

By the signatures executed below, the parties agree to the terms of this Agreement and the signatories represent that they have the authority to execute this Agreement on behalf of the party for which they have signed.

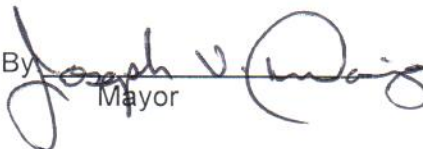
City of Marshall,

By: _____
City Manager

By: _____
City Clerk

August ____, 2016

City of Albion,

By: 
Mayor

By: 
City Clerk

August 15, 2016